

ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER

This Online Educational Products and Services Order (this "Order"), dated as of July 1, 2014 (the "Order Effective Date"), is between Santa Rosa County School District, 5086 Canal Street, Milton, FL 32570 ("Customer") and K12 Florida LLC ("K12"), 2300 Corporate Park Drive, Herndon, VA 20171. This Order incorporates and is in all respects subject to the K12 Online Educational Products and Services Agreement Terms (the "Terms") that is published at <http://www.k12.com/online-educational-products-services-agreement-terms> on the date that this Order bears the signatures of both Customer and K12. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms.

I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

_____ (signature) _____ (date)

_____ (print name) _____ (title)

Accepted by K12:

_____ (signature) _____ (date)

_____ (print name) _____ (title)

1. Period.

☒ Subscription July 1, 2014 through June 30, 2015 and is not eligible for a renewal period.

2. Territory. Students served by Santa Rosa County School District, FL.

3. Description of Educational Products. Customer will be provided the Educational Products specified in this Order.

☒ K12 Full-time Enrollment Program for Students Taking 4 to 6 courses (Grades K - 12).

The full-time K12 program consists of three components: courses, materials and educational tools and services.

Courses:

An enrollment portal into which Customer will enroll its students in the Territory into available K12 courses including Language Arts/English, Math, Science, History, Art, Music, available World Languages and, for grades 9 to 12, electives. Each full-time student concurrently enrolls in four to six courses. Customer is responsible for determining the proper placement of students in appropriate courses. Within two (2) weeks following K12's

receipt of a completed account set-up form from Customer, K12 will provide access for Customer to enroll its students.

A Learning Management System (LMS) or “K12 Hosting Services” for the delivery of K12 courses and access to a synchronous collaboration tool and system generated reports on academic performance, attendance and progress.

Materials:

Instructional text or e-books, supplies and teaching tools (collectively, “Materials”) for K-8 students. Materials for Customer’s teachers and High School students are ordered separately. K12 will reclaim durable Materials by informing Customer and/or its students which Materials need to be returned and providing pre-paid return shipping labels. K12 Materials are intended solely for the use of the teachers and the students enrolled in K12 courses to whom K12 provides the Materials. Customer shall not transfer or resell the Materials to any other person. If a replacement component is required or a durable Material is not returned, the Customer will be invoiced for the component or Materials (plus shipping, if applicable). Customer will provide K12 with reasonable assistance in obtaining durable Materials from students and their parents.

Educational Tools and Services:

Program launch and operational support, an online parent/mentor information session, learning management and technical support on K12 products and services. Supervision and implementation of year-end system rollovers.

Supplemental tests and study assistance, diagnostic tests, K12’s Strategies for Success, access to an online community, an orientation course package, a support website, access to a counseling system for high school students, a school messenger telephony service with automated alerts and a tool to assist identification of plagiarism.

☒ K12 Courses: for student taking 1 to 3 courses, including but not limited to summer program enrollments. (Grades K to 12).

Courses

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☒ Aventa Original Credit and Credit Recovery Courses (Grades 6 to 12).

The available Aventa licensed online educational courseware. Aventa may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and Customer shall be responsible for procuring such materials. A complete list of required materials may be accessed at <http://aventalearning.com/enroll-now/textbook-PO-order-form>.

- ☒ Courses-only for students taking 1 to 3 courses (not eligible for recruitment or administrator professional development)

4. Description of Services. Customer will be provided the following Services under this Order:

- ☒ Instructional Services: Customer will be provided qualified teachers, licensed as required by applicable state law, for instruction to enrolled students for selected courses.

- ☒ Aventa Hosting Solution:

The set-up, configuration and hosting of the applicable courseware for the delivery of Aventa courses, solely for the provision of educational services to its students in the Territory enrolled in Customer's educational programs.

- ☒ K12 Professional Development:

- ☒ New Teacher Induction: Choice of two online courses (one for teachers of grades K to 8, the other for teachers of grades 9 to 12). Each course is approximately 40 to 50 hours in length with additional sessions held throughout the year. Designed to equip new teachers with the skills they need to begin teaching in the K¹² model. (Required if Customer is using its own teachers).

- ☒ Aventa Teacher Training:

- ☒ Aventa New Teacher Induction (online): (Includes one two-hour virtual session of professional development for new teachers of Aventa Curriculum. This session is a pre-requisite for Aventa Ongoing Professional Development.)

- ☒ Complementary Online Mentor Training: Required for Customer's Purchasing Aventa Credit Recovery. (Includes one 2 hour virtual training session. Open registration.)

5. Description of Other Related Products

- ☒ Hardware: Customer is provided, for each student requested by Customer, a computer, monitor, printer and software appropriate for access to the K12-provided student courses and curriculum. Upon the earlier of student withdrawal or termination of the Agreement, K12 will provide families with pre-paid shipping labels to return computers, monitors, printers and software, and families shall be responsible for returning same. Customer is not responsible for a family's failure to return hardware or software.

6. Fees. For the Services and/or Products provided under this Order, Customer shall pay to K12 and/or its Affiliates the following Fees:

- ☒ K12 Full-time Enrollment Program for Students Taking 4 to 6 courses (Grades K-12).

Costs set forth below for each Student are "not-to-exceed" figures. The components of the program will be billed separately to allow for materials returns, prorating fees for student withdrawal and for student consumption of fewer than 6 full year or 12 semester courses. The roll-up of the component level billing will "not exceed" the student level fees listed below.

K12 will invoice Customer for the components of the program as follows: (a) courses and educational tools and services will be billed quarterly (in October, January, April and July) ; (b) materials will be invoiced upon shipment

The following clause applies in instances where the Customer utilizes their own teachers: Materials costs are refunded 100% if the student is withdrawn within 10 days of order placement, or 50% if the student is withdrawn between the 11th and 30th day. There is no refund or credit on materials for withdrawals occurring after 30 days. Fees will not be charged for a student for any month following notice to K12 of the student's withdrawal from the course. No other refunds, credits or cancellations are allowed.

For K-12 Program, including instruction from K12 teachers

*\$4,295.00 per Students grades K to 12

*Customer shall not be responsible for payments for enrolled students in such courses who withdraw from the program or are non-completers

For K-8 Program, not including instruction from K12 teachers

\$2,500.00 per Student taking 6 concurrent courses

\$2,160.00 per Student taking 5 concurrent courses

\$1,820.00 per Student taking 4 concurrent courses

☒ K12 Courses: for Students Taking 1 to 3 courses

Materials costs are refunded 100% if the student is withdrawn within 10 days of order placement, or 50% if the student is withdrawn between the 11th and 30th day. There is no refund or credit on materials for withdrawals occurring after 30 days. Fees will not be charged for a student for any month following notice to K12 of the student's withdrawal from the course. No other refunds, credits or cancellations are allowed. Special course material fee applies to lab sciences, advanced placement and technology courses.

K12 will invoice Customer as follows: (a) courses will be billed quarterly (in October, January, April and July); (b) materials will be invoiced upon shipment

\$340.00 per Student per K-8 course with Materials and without K12 teachers

☒ K12 Instruction:

Billed quarterly as applicable for the particular course. Fees will not be charged for a student for any month following notice to K12 of the student's withdrawal from the course. No other refunds, credits or cancellations are allowed.

\$250.00 per Student for each K-8 course per full-year

☒ K12 High School Materials Fees for Students and Teachers

Customer is only charged the applicable fee if a course below is selected. Billed upon shipment, Materials costs are refunded 100% if the student is withdrawn within 10 days of order placement, or 50% if the student is withdrawn between the 11th and 30th day. There is no refund or credit on materials for withdraws occurring after 30 days.

☒ Advanced Placement Environmental Science (SCI530A-AVT) (required for certain courses)

\$302.00 per Student per course

☒ English course materials (Required for the following courses):

ENG 102A Literary Analysis and Composition I (Core)	\$80.00 per Student per course
ENG 103A Literary Analysis and Composition I (Comprehensive)	\$80.00 per Student per course
ENG 104A Honors Literary Analysis and Composition I (Honors)	\$80.00 per Student per course
ENG 106AG Literary Analysis and Composition I	\$80.00 per Student per course
ENG 202A Literary Analysis and Composition II	\$80.00 per Student per course
ENG 203A Literary Analysis and Composition II (Core)	\$80.00 per Student per course
ENG 204A Honors Literary Analysis and Composition II	\$80.00 per Student per course
ENG 206AG Literary Analysis and Composition II	\$80.00 per Student per course

Materials: In addition to the AP Environmental Science and English course materials selected above within this section (if any) by checking the appropriate boxes below, Customer requests all students to receive the following materials for the courses ordered. Billed upon shipment, Materials costs are refunded 100% if the student is withdrawn within 10 days of order placement, or 50% if the student is withdrawn between the 11th and 30th day. There is no refund or credit on materials for withdraws occurring after 30 days.

K12 Proprietary Course Materials Options	Electronic Materials (Included in the cost of K12 Core Proprietary Courses)	Physical Materials
Lab Science	<input checked="" type="checkbox"/>	<input type="checkbox"/> \$210.00 per student per course
Math, History, English	<input checked="" type="checkbox"/>	<input type="checkbox"/> \$80.00 per student per course
Non-Proprietary Course Materials (These materials must be purchased unless designated as "optional". Customer may purchase these materials from K12, or Customer may elect to purchase these materials from a third party provider.)	Customer will purchase the selected 3rd Party Materials from K12	Customer will purchase the selected 3rd Party Materials from a 3rd Party
Music and Art Electives	<input type="checkbox"/> \$80.00 per student per course	<input type="checkbox"/>
AP Courses	<input type="checkbox"/> \$120.00 per student per course	
Technology software –(GAME DESIGN)	<input type="checkbox"/> \$89.00 per student per course	<input type="checkbox"/>
Graphing Calculators (optional)	<input type="checkbox"/> \$160.00 per student per course	<input type="checkbox"/>
World Languages Dictionary (optional)	<input type="checkbox"/> \$25.00 per student per course	<input type="checkbox"/>

☒ K12 K-8 Materials Fees for Teachers [Required if Customer utilizes their own teachers]

\$400.00 per Teacher per grade

☒ Aventa Subscription License (Per Enrollment):

Aventa provides a 28-day grace period for students who enroll. If a student withdraws within 28 days from when the student enrolls, Aventa will refund 100% of the course fees but only if this withdrawal was received in writing by Aventa by fax or email before the grace period ended. Enrollments under the subscription license model will be invoiced on a quarterly basis.

AP Online Courses \$245.00 / Semester Course (Includes course, Aventa Hosting Solution, and Instruction)
Online Courses \$225.00 / Semester Course (Includes course, Aventa Hosting Solution and Instruction)
Online Courses \$50.00 / Semester Course (Includes course and Aventa Hosting Solution)

☒ Professional Development

☒ K12 Teacher Training

☒ New Teacher Induction (online)

Billed at setup. No refunds, credits or cancellations are allowed.

\$550.00 per teacher for 1 teacher

☒ Aventa Training

☒ Aventa New Teacher Induction (online)

Billed at setup. No refunds, credits or cancellations are allowed.

\$550.00 per teacher for ____ teachers *(Includes one two-hour virtual session of professional development for new teachers of Aventa Curriculum. This training is a pre-requisite for Aventa Ongoing Professional Development.)*

☒ Complimentary Online Mentor Training: 2 Hour Virtual Session (Required for Customer's Purchasing Aventa Credit Recovery)

\$0 per two hour session. Open Registration.

☒ ISP Subsidy – Quarterly Billing

K12 provides an internet service provider ("ISP") subsidy, for each student requested by Customer. The subsidy shall be \$9.95 for each month a student is actively enrolled in the K12 courses through the Customer. The ISP subsidy will not exceed ten (10) months per academic year and is limited to one (1) per family.

\$99.50 per student (Billed Quarterly)

☒ Hardware:

Thirty percent (30%) billed at student enrollment, with the remainder billed quarterly. These annual costs are credited or refunded, as appropriate, for cancellations only if the hardware has not yet shipped. Fees will not be charged for a student for any month following notice to K12 of the student's withdrawal from all courses. No other refunds, credits or cancellations are allowed.

\$525.00 per student – desktop computers

**FLORIDA AMENDMENT TO THE
ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER**

This Amendment is entered into between Santa Rosa County School District ("Customer") and K12 Florida LLC ("K12"), 2300 Corporate Park Drive, Herndon, VA 20171 as of the date on which it bears the authorized signatures of both parties and is intended to amend only the terms and conditions of the Online Educational Products and Services Order ("Order") dated as of July 1, 2014 and the K12 Online Educational Products and Services Agreement Terms (the "Terms") that are incorporated into said Order.

The following Florida Virtual Instruction Program Requirements §1002.45 shall be added to the K12 Online Educational Products and Services Agreement Terms (the "Terms").

1. K12 shall comply with all statutory requirements of § 1002.45 F. S.
2. K12 represents that to the best of its knowledge, all curriculum provided complies in all material respects to the Florida Next Generation Sunshine State Standards for Each grade level and subject. Course, and unit descriptions for grades K-8 are available at <http://www.k12.com/courses/k-8-courses> and for high school at <http://www.k12.com/courses/high-school-courses> and <http://aventalearning.com/state-standards/florida>

All courses include detailed assessments to ensure student mastery of Florida requirements. Details about the assessments are available from the Florida Department of Education in the K12 Florida LLC provider application.

3. In the event K12 provides products and services to students in grades 9 through 12, as required by § 1003.428, s. §1003.429, or s. §1003.43 K12 shall provide a method for determining that a student has satisfied graduate requirements for an applicable course. K12 provides a percentage grade to the customer and the customer can use these percentage grades within their own system. K12 does not assign letter grades. Schools can make the determination regarding how best to use the information supplied.
4. **TEACHER RATIOS:** K¹² takes into account the needs of the individual students, families, schools and teachers in assigning teacher loads. Student-teacher ratios will vary program to program. An average ratio for grades K-3 full-time is 65:1, grades K-3 part-time (0.5 teacher) is 30:1, 4th-8th grade full-time is 65:1, 4th-8th grade part-time (0.5 teacher) is 30:1. In high school grades 9th-12th core courses with full-time teachers have an average ratio of 200:1. Part-time teacher ratios for 9th-12th grade core courses are broken down as follows: 0.75 part-time teachers have a 150:1 ratio, 0.5 part-time teachers have a 100:1 ratio, and 0.25 part-time teachers have a 50:1 ratio. 9th-12th grade elective courses with full-time teacher ratios are 250:1.

5. Method for resolving conflicts among parties:

DISPUTE RESOLUTION: The parties agree that they will use their best efforts to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, prior to initiating any legal proceeding, whether judicial or administrative in nature. The efforts shall be primarily between the Executive Vice President of Operations for K12 and the Superintendent of the Customer or their respective designees. The laws of the State of Florida, without regard to its conflict of laws provisions, will govern all disputes arising out of or related to this Agreement, including the validity, enforceability or construction thereof. Each party submits to the jurisdiction of the state and federal courts located in the State of Florida for purposes of any action, suit or proceeding arising out of or related to this Agreement and agrees not to plead or claim that any action, suit or

proceeding arising out of or related to this Agreement that is brought in such courts has been brought in an inconvenient forum.

6. Authorized reasons for termination of contract:

TERMINATION FOR CAUSE: Either party may terminate this Agreement at any time with ninety (90) days' prior written notice to the other party for cause. Termination for cause may be used if a party breaches any material term or fails to fulfill any representation, warranty, or material condition, term, provision or obligation contained in this Agreement and fails to cure within thirty (30) days of such notice from the terminating party. Upon termination, the non-breaching party shall be entitled to seek any remedies to which it shall be entitled at law or in equity. If any change in applicable law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any party to carry out its obligations under this Agreement, such party, upon written notice to the other party may request renegotiation of this Agreement. Such renegotiation shall be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within 120 days of such notice of renegotiation, then this Agreement shall be terminated effective at the end of the school year in which such notice was given. Termination of this Agreement does not relieve Customer of any obligations for payments outstanding to K12 as of the date of termination and does not relieve either party of any obligations that continue upon termination.

TERMINATION DUE TO ANNUAL FEE INCREASE: K12 reserves the right to change the prices set forth in any Order no more often than once per Renewal Period (if any). K12 will provide written notice of any price increase to Customer at least ninety (90) days' prior to the start of the Renewal Period (if any) for which it would be applicable. Customer may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the then-current Period or Renewal Period (if any).

7. As required by Florida statute, K12 shall be responsible for all debts for the customers virtual instruction program that arise out of K12's performance of this contract if the contract is not renewed or is terminated. This does not excuse the Customer from paying any obligations incurred resulting from its obligations under this contract or from the payment of any debts incurred under this contract for termination, unless such termination is as provided for under the clause titled Termination for Cause.

8. The Section of the Terms labeled **Price and Payment** is revised to read:

PRICE AND PAYMENT: The prices and billing terms for the products, services, and licenses will be as set forth in this Amendment. Invoices shall be submitted to Customer by K12 and full payment of such invoices shall be due by Customer no more than forty five (45) days from the date of an invoice. If full payment is not timely received, K12, in its sole discretion, may cease the provision of any or all products, services and licenses. Customer agrees to pay interest at one percent (1%) per month on any unpaid balance from 30 days after the due date in accordance with the Local Governmental Prompt Payment Act, Fla. St. Chapter 218. If Customer wishes to dispute any charge invoiced to Customer by K12 or its Affiliates, Customer must submit a good faith claim regarding the Disputed Amount, in a format clearly delineated to coincide with the format of the disputed invoice and with documentation as may reasonably be required by K12 and its Affiliates to support the claim no later than ninety (90) days after the date of the invoice.. K12 will provide written notice of any price increase to Customer at least ninety (90) days' prior to the start of the Renewal Period (if any) for which it would be applicable. Customer may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the then-current Period or Renewal Period (if any).

9. All other terms, conditions and provisions of the Order and Terms remain in full force and effect.

For K12:

_____ (signature)

_____ (title)

_____ (date)

For Customer:

_____ (signature)

_____ (title)

_____ (date)